

0562-67093

**TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)
BETWEEN
TULALIP TRIBES AND THE WASHINGTON STATE DEPARTMENT OF
SOCIAL AND HEALTH SERVICES**

I. AUTHORITY

THIS AGREEMENT is entered into between Tulalip Tribes and the Washington State Department of Social and Health Services, (hereinafter the Department) pursuant to their respective governmental authorities. The Tulalip Tribes of Washington Board of Directors is authorized to enter into this Agreement under Article VI Section 1 of the Tulalip Constitution and By-Laws. The Interlocal Cooperation Act, RCW 39.34, permits any State agency to enter into a cooperative agreement with an Indian tribe for their mutual advantage and cooperation. RCW 74.080A.040 authorizes the State to coordinate and cooperate with eligible Indian tribes or a consortium of tribes that elect to operate a Tribal TANF program as provided for in P.L. 104-193 and to transfer a fair and equitable share of State Maintenance of Effort (MOE) funds to the eligible Indian tribe or consortium. The Tulalip Tribes and the Department desire to enter into this Agreement pursuant to their respective authorities, which include financial assistance and employment and training services to eligible, needy families in order to fulfill the purpose set out herein. It is the intention of the parties that this Agreement be liberally construed to effectuate its intent and purposes.

The Tulalip Tribes and the Department each have delegated authority over providing comprehensive welfare reform services and additional supportive services.

The Tulalip Tribes and the Department recognize the Tulalip Tribes has a compelling interest in promoting and maintaining the governmental social, economic and cultural integrity of the tribes. The parties recognize their respective authorities and enter into this Agreement consistent with the government-to-government relationships affirmed by the Centennial Accord of 1989.

Section 412 of the Social Security Act requires payment of TANF funds to Indian tribes or a consortium of tribes with approved TANF plans. The Tulalip Tribes will provide services under its approved TANF plan in a manner that best serves the needs of its service area and population. The parties recognize that their ability to serve TANF families shall be enhanced with the establishment of a process and procedures for the transfer and exchange of services. Coordinating the transfer of identified cases from the Department to the Tulalip Tribes shall assist in ensuring that tribal families receive uninterrupted services.

II. PURPOSE

The Department and the Nation enter into this Agreement to transfer a fair and equitable amount of state maintenance of effort funds to the Nation and to work in partnership to coordinate state and tribal benefits and services. This Agreement is consistent with, and is intended to further, the declared national policy of moving recipients into work and time-limited assistance. At the same time, this Agreement also protects the best interest of families and children by providing an effective and efficient way by which these families and children may be maintained from the resources available to both the Department and the Nation. The parties recognize that their ability to serve TANF families will be enhanced with the establishment of a process and procedure for the transfer of identified cases to ensure a seamless exchange of services.

III. DEFINITIONS

The Tulalip Tribes and the Department agree for the purposes of this Agreement to the following definitions.

1. **Retrocession:** Means the process by which an Indian nation or tribal consortia voluntarily terminates and cedes back (or returns) a tribal TANF program to the appropriate state and federal entities, consistent with federal regulations. Retrocession includes the voluntary relinquishment of the authority to obligate previously awarded state and federal funds before that authority otherwise expires.
2. **State Maintenance of Effort Funds (MOE):** Federally required expenditures of State funds in programs which fulfill specific Federal requirements and which serve TANF eligible families. Depending upon whether a State meets certain TANF program requirements, the required minimum level of State MOE spending in any fiscal year is 75% or 80% of the State's 1994 spending in certain AFDC related programs. Washington State's MOE is currently 75%.
3. **TANF (Temporary Assistance for Needy Families):** a program authorized by the 1996 Personal Responsibility and Work Opportunity Reconciliation Act (PL 104-103) and codified in title IV-A of the Social Security Act operated by states and Indian nations to provide financial assistance and employment and training services to eligible, needy families.
4. **TFAP (TANF Family Assistance Plan):** Means the plan for implementation of the Tribal TANF program under Section 412(b) of the Social Security Act
5. **TFAG (Tribal Family Assistance Grant):** Means the federal funding for the Tribal TANF Program.
6. **Tribal TANF Program:** Means a TANF program developed by an eligible Indian nation, tribal organization, or consortium and approved

by the Administration for Children and Families under Section 412 of the Social Security Act.

7. **WorkFirst:** The state's welfare reform program that provides support services and activities to TANF recipients and low-income families so they can find jobs, keep jobs, and become self-sufficient.

IV. THE DEPARTMENT AND THE TULALIP TRIBES AGREE TO THE FOLLOWING:

The Tulalip Tribes and the Department determined 1) the data that would be submitted by the Department to the United States Department of Health and Human Services (hereinafter HHS), from which HHS would determine the Tulalip Tribe's federal TANF grant amount, and 2) the amount of State MOE funds and other monetary and non-monetary enhancement that would be provided by the Department to assist the tribe's TANF program.

The Tulalip Tribes has an approved TFAP, which is incorporated by reference. The effective date of the TFAP is the first day of March 2005. The Tulalip Tribes will serve all enrolled American Indians/Alaska Natives (AI/AN) on the Tulalip Indian Reservation (in zip code 98271) and only their tribal members in North Snohomish County in the following zip codes: 98271, 98270, 98259, 98206, 98287, 98201, 98292, 98223, 98285, 98205, 98207, 98203, 98291, 98204, 98208, 98290, 98296, and 98272, consistent with its federally approved TFAP.

The Department and the Tulalip Tribes determined that there were 270.0 tribal families receiving public assistance benefits in 1994, based on the Tulalip Tribes identified service population and geographic area as identified in their TFAP.

The Department has transferred, in a separate agreement, \$79,344, in state funds, to the Tulalip Tribes for one-time start-up and infrastructure costs. The Department agrees to transfer to the Tulalip Tribes in state funds, a maximum consideration of \$649,646 for each of the three years. The annual amounts will be paid to the Tulalip Tribes, upon submission of a department voucher (A-19), payments to be at the beginning of each calendar quarter, in accordance with the State MOE Payment Schedule, Exhibit A, attached and incorporated. Included within the annual funding stated above, the Department agrees to pay to the Tulalip Tribes Funding Based Upon Unique Needs of \$314,949 for each of the three years of the Agreement. Annual state funds available for all Tribal TANF programs are subject to change based on state TANF budget considerations. The Department will notify the Tulalip Tribes, of any change in the amount of annual state MOE funds available under this section, in writing, 45 days before the effective date of the change.

The Department and the Tulalip Tribes will negotiate a quarterly reconciliation process and methodology for eligible Tribal TANF families identified in the Tulalip Tribes federally approved Tribal TANF Plan served by the Department during the agreement period. Any needed adjustments will be made to each quarterly payment.

The Department and the Tulalip Tribes will negotiate and establish criteria and outcomes for measurements of success and a mechanism that will enable the Department to know how the Tulalip Tribes has used the State's MOE funds and the number of eligible families served with the funds, as required by the November 27, 2000 TANF Policy Announcement (No. TANF-ACF-PA-00-4) issued by the U.S. Department of Health and Human Services, and incorporated by reference.

The parties commit to develop the process and procedures for reconciliation, measurements of success and a reporting mechanism for State MOE funds within six months of signing this Agreement.

Based on recent changes in policy, the Department and the Tulalip Tribe agree to negotiate a data share agreement.

V. IMPLEMENTATION AGREEMENTS

The Tulalip Tribes and the Department shall develop an Operational Agreement describing the working relationship between the Department of Social & Health Services Region 3 and the Tulalip Tribes, including procedures for the effective transfer of cases and coordination of services that shall be performed by each party. This Operational Agreement shall also include an Information and Data Sharing Protocol. The protocol shall include provisions identifying State and Tribal confidentiality protections and provisions to ensure that a family receiving assistance under the Tulalip Tribes plan may not receive assistance from other state or tribal TANF programs.

The Tulalip Tribes and the Department, working with the Division of Child Support, will develop processes or agreements to address the child support issues relating to their tribal TANF clients.

VI. RESPONSIBILITIES OF THE TULALIP TRIBES

The Tulalip Tribes shall provide TANF services as described in its federally approved TFAP. The Tribes shall comply with all applicable federal regulations governing the use of federal and state funds as they pertain to tribal governments. The Tulalip Tribes will provide DSHS within thirty days of receipt all

Federal audits of the tribal TANF program for the Department's informational purposes only.

Consistent with its federally approved TFAP, The Tulalip Tribes shall make the final determination of tribal membership of families applying for Tribal TANF services. The Tulalip Tribes shall also determine whether such families meet the eligibility criteria for Tribal TANF services.

The Tulalip Tribes shall provide the Department with a list and description of the current eligibility criteria for Tribal TANF services. If and when changes or revisions of such eligibility occur, The Tulalip Tribes shall promptly inform the Department of these changes or revisions.

If the Tulalip Tribes requests an amendment to its TFAP which would have a significant financial impact on the Department, the Tulalip Tribes shall also notify the Department of such request and provide a copy of the proposed amendment. The Department and The Tulalip Tribes shall negotiate and reach agreement regarding any amendments to the TFAP, which would have an impact on this Agreement before the Tulalip Tribes implements the amendment. The Tulalip Tribes agrees to give the Department notice when such amendments are approved.

VII. RESPONSIBILITIES OF THE DEPARTMENT

The Department will refer new applications to the Tulalip Tribes beginning March 1, 2005. The Department shall transfer the eligible cases to the Tulalip Tribes in three (3) installments on March, April and May of 2005. The details of the phase-in of the cases will be further outlined in the Operational Agreement.

The Department shall provide the Tribal TANF recipients with equitable access to Medical Assistance and the Food Stamp Program (called Basic Food in Washington State) for determination of eligibility and distribution of services. The Department shall also provide equitable access to the benefits of the Department's Child Care program including program eligibility and payment for childcare providers based on state law.

The Department shall provide the Tulalip Tribes with a list and description of the current eligibility criteria for State-funded TANF services. If and when changes or revisions of such eligibility occur, the Department shall promptly inform the Tulalip Tribes of these changes or revisions.

The Division of Child Support (DCS) shall electronically distribute child support collected on a Tribal TANF case to the Tulalip Tribes, on each case where DCS has received the form assigning the family's support rights to the Tulalip Tribes. The processes will be outlined in the Operational Agreement.

The Department waives Section 405 (b) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, that requires 90 days advance notification that the State's TANF grant, is to be reduced.

VIII. CONFLICT RESOLUTION

The Tulalip Tribes and the Department understand that there may be times when a question is raised by either party, regarding the appropriateness of a referral either from the Department to the Tulalip Tribes or from the Tulalip Tribes to the Department. The Tulalip Tribes and the Department acknowledge that there may be instances in which either the Tulalip Tribes or the Department has not complied with the conditions of this Agreement or that clarification is necessary to interpret provisions of this Agreement. In such instance, the Tulalip Tribes and the Department shall attempt to resolve the matter through discussions. If unsuccessful, the Tulalip Tribes and the Department agree to refer the matter to non-binding mediation.

Either party may request that a mediator be selected to assist in resolving any conflict or dispute. The mediator shall be jointly selected and shall be approved by both the Tulalip Tribes and the Department. The cost of a mediator shall be born equally by the Tulalip Tribes and the Department.

If the mediator cannot resolve the conflict or dispute, then the issue shall be brought before a Disputes Board. The Disputes Board shall consist of three (3) individuals, one (1) selected by the Tulalip Tribes, one (1) selected by the Department and a third party to be chosen by the first two. The Disputes Board shall review all issues, concerns and conflicts with a goal to determine acceptable solutions for both parties. The decisions of the Disputes Board shall be final and binding on both parties.

Nothing in this Agreement shall be construed as a waiver of tribal sovereign immunity.

IX. EXECUTION, AMENDMENT, WAIVER AND TERMINATION

This Agreement may be reviewed annually at the request of either the Tulalip Tribes or the Department. This Agreement may be altered, amended or any provision may be waived by written agreement signed by both parties.

This Agreement is for three years. During this time, TANF will be reauthorized at the federal and state level. If there are changes to the federal or state TANF legislation or funding structure that significantly impact either party, each reserves the right to renegotiate this Agreement. Payments are subject to

the availability of adequate federal and state funds. DSHS may renegotiate this Agreement subject to the new funding limitations and conditions by providing forty-five (45) calendar days' written notice.

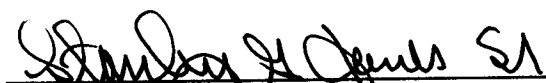
This Agreement incorporates the Indian Nation and DSHS Agreement #0082-44150 for the Tulalip Tribes Regarding General Terms and Conditions by reference, including but is not limited to, the provisions for Termination for Default. For this Agreement, either party may terminate the Agreement by giving the other party forty-five (45) calendar days' written notice.

If the Tulalip Tribes chooses to terminate or retrocede its Tribal TANF program prior to the end of its three-year plan, it agrees to provide the Department with notification at the same time that it notifies the Secretary of HHS. All future scheduled State funded payments shall be discontinued and any State MOE funds not expended or obligated on Tribal TANF activities as of termination or retrocession date shall be returned to the Department within 45 days of the termination or retrocession date.

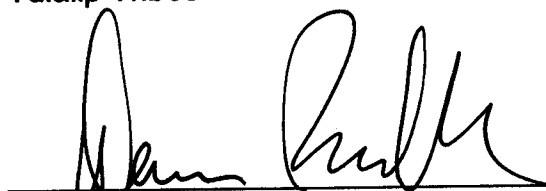
X. TERM

The period of performance for THIS AGREEMENT is from March 1, 2005 to February 29, 2008, unless extended, or terminated prior to that date, as provided herein.

The following in their representative capacities hereby approves this Agreement.


STANLEY G. JONES, SR.
CHAIRMAN
Tulalip Tribes

2-7-05
Date


DENNIS BRADDOCK
SECRETARY
Department of Social & Health Services

2/24/05
Date


DEB BINGAMAN
ASSISTANT SECRETARY
Economic Services Administration

2-24-05
Date

1/28/2005

TULALIP TRIBAL TANF PROGRAM

STATE MOE PAYMENT SCHEDULE

AGREEMENT DATE: MARCH 1, 2005 - FEBRUARY 28, 2008

The \$79,344 startup for the first year was paid under a separate agreement and is not included here.

EXHIBIT A

	<u>STATE FUNDS</u>
MAR. 31, 2005 (one month - to adjust to calendar quarter)	\$54,137.17
APR. 1 - JUN. 30, 2005	\$162,411.50
JULY 1, - SEPT. 30, 2005	\$162,411.50
OCT. 1- DEC. 31, 2005	\$162,411.50
JAN. 1 - MARCH 31, 2006	\$162,411.50
APR. 1 - JUN. 30, 2006	\$162,411.50
JULY 1, - SEPT. 30, 2006	\$162,411.50
OCT. 1- DEC. 31, 2006	\$162,411.50
JAN. 1 - MARCH 31, 2007	\$162,411.50
APR. 1 - JUN. 30, 2007	\$162,411.50
JULY 1, - SEPT. 30, 2007	\$162,411.50
OCT. 1- DEC. 31, 2007	\$162,411.50
JAN.1 - FEB. 28, 2008 (two months of calendar quarter)	\$108,274.33
MAXIMUM AVAILABLE FOR THREE YEARS OF PAYMENTS	\$1,948,938

Langford